



# City of Aurora, Ohio – Planning, Zoning and Building Division

129 W. Pioneer Trail, Aurora, OH 44202 330.562.9564 Fax: 330.562.9719 www.auroraoh.com

## CONTRACTOR'S PERFORMANCE BOND

BOND NO. \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENT**, that we, the undersigned \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are hereby held and firmly bound unto the City of Aurora, State of Ohio, in the **surety bond sum of ten thousand dollars (\$10,000.00)** for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assign, by these present.

The conditions of this obligation are such that, whereas the above-named principal did, on the \_\_\_\_\_ day of \_\_\_\_\_, **year of 2012**, make application to be licensed for Registration as a \_\_\_\_\_ contractor in the City of Aurora and pursuant to Ordinance No. 2005-175 which is made part of this Bond by reference.

**NOW**, if the said Principal shall receive from the Building Department a License of Certificate of Registration as a \_\_\_\_\_ contractor, entitling him to engage in the work of, or act as a \_\_\_\_\_ contractor within the corporate limits of the City of Aurora for the current calendar year, as stated in said license application, and shall fully and faithfully comply with all the resolutions and regulations of the City of Aurora as are now enacted and which may hereafter be enacted in relation to doing said work. Also, where any opening is made or material placed in any street or highway, Principal will remove any material remaining and replace and restore, or cause to be replaced and restored, the street or highway and the pavement over such opening to as good a state and condition as found previous to the opening of the same, and perform any other work to a building or structure needed to be done to leave the area clean and free of any violations. Otherwise Principal shall pay said City for having same replaced and restored to such a condition, prior to said work, then this obligation shall be null and void; otherwise it shall remain in full force and virtue of law, it being expressly understood that the liability of the Surety for any and all claims hereunder shall in no event exceed the surety bond amount of this obligation as herein stated.

Provided that any forbearance on the part of the City of Aurora's respect to the neglect or failure of said Principal to comply with any of the ordinances, resolutions and regulations of the City of Aurora respecting said \_\_\_\_\_ work, shall not in any manner operate to release or discharge the Surety from its liability under this bond.

Upon default regarding the improvements for which the bond was issued, Aurora may submit to the Surety a statement of the amount payable to the contractor who has completed the work accompanied with said contractor's invoice. Upon such submittal, Surety shall disperse said amount to the contractor. In the alternative the City may certify, with an accompanying cost estimate, the cost of completion of said improvements and the Surety shall disperse that amount to the City.

Witness of signatures this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Principal or Agent (see NOTE below)

\_\_\_\_\_  
Signature of Surety or Agent (see NOTE below)

**NOTE: ATTACH POWER OF ATTORNEY**

If this Bond is executed by any agent for a Principal or a Surety, such Agent must affix a copy of his Power of Attorney or other evidence of authority to execute the Bond. If the Surety is a non-resident corporation of the State of Ohio, its authority to do business in Ohio must, likewise, be attached hereto.

**This bond will be in effect until December 31, 2012.**